

COOPERATIVE AGREEMENT
BETWEEN

THE FEDERAL RAILROAD ADMINISTRATION
OF THE U.S. DEPARTMENT OF TRANSPORTATION

AND

THE DIRECTORATE FOR SURFACE TRANSPORTATION
OF THE STATE SECRETARIAT OF TRANSPORT
OF THE FRENCH REPUBLIC

I. AUTHORITY

This Cooperative Agreement (hereinafter referred to as this Agreement) is entered into pursuant to Article II(D) of the Memorandum of Understanding Concerning Cooperation in the Field of Transportation between the Department of Transportation of the United States of America and the Ministry of Transport of France, signed at Washington, D.C., February 14, 1972.

II. PURPOSE

This Agreement is intended to establish cooperation between the Federal Railroad Administration (FRA) of the U.S. Department of Transportation and the Directorate for Surface Transportation (DTT) of the State Secretariat of Transport of the French Republic, hereinafter referred to as the Parties.

III. COOPERATIVE FRAMEWORK

Desiring to coordinate, as much as possible, recent developments by the two countries in the field of railroading:

Acknowledging a mutual interest in the exchange of railroading information developed separately by each organization; and

Recognizing an advantage in undertaking certain new programs jointly or in coordinating work on programs in progress;

The Parties agree to conduct cooperation as hereinafter set forth.

A. The Parties, either directly or through their designated representatives, will maintain regular contact to:

- exchange information, review, discuss and compare FRA and DTT initiatives leading to innovations in rail services;
- arrange, where feasible, the mutual exchange of experts for studies, conferences, seminars, training, and visits to railroad facilities in both countries;
- coordinate the dissemination of rail research data and innovations undertaken by other organizations within their respective countries;
- agree, as appropriate, to combine their work and resources or to coordinate investigation into railroad issues; and
- consult on the management of joint activities.

B. Specific cooperative activities will be described in appendices to this Agreement.

- C. The designated administrative coordinators for this Agreement are:

For FRA: The Associate Administrator for Passenger
and Freight Services

For DTT: The Director of the Railways Service

- D. Meetings between the Parties may be arranged as deemed necessary. These meetings will be held alternatively in the United States and in France at times mutually agreed upon.

IV. AREAS OF COOPERATION

The Parties agree to promote cooperative activities in the following areas of mutual interest:

- High speed rail passenger transportation, including
 - o safety
 - o economic and financial analysis
 - o energy conservation
 - o ridership studies and environmental impacts
- Intermodal Operations
- Safety considerations involving transportation of hazardous materials
- Signalization and telecommunications in freight and passenger services
- Electrification

V. FUNDING

In order to carry out the provisions of this Agreement, each Party will bear the cost of the work carried out in accordance with specific tasks identified in the appendices. Each Party will fund the costs of its respective activities under this Agreement, including transportation between the two countries.

All program activities under this Agreement will be subject to the applicable laws and regulations of each country and the availability of funds.

VI. EXCHANGE OF PERSONNEL

Exchange of personnel for work described in the appendices may be arranged under this Agreement in accordance with applicable personnel laws and regulations of the Parties.

VII. DISCLOSURE OF INFORMATION

In connection with exchanges of technical data between FRA and DTT, any conditions or limitations placed upon further dissemination of the data by the providing Party will be respected by the other Party in accordance with applicable domestic laws.

VIII. LIABILITY

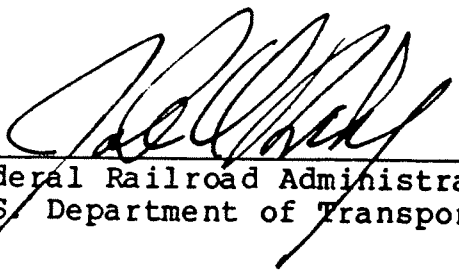
The Parties will make a best effort to ensure the accuracy of all data, but the accuracy of such data is not

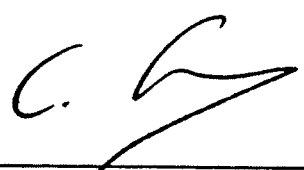
guaranteed. Each Party will use the other's data at its own risk and may not hold the other Party responsible in the event of claims arising out of the use of said data.

IX. DURATION

This Agreement shall enter into force upon signature and shall remain in force for a period of four (4) years. It may be amended at any time by mutual agreement of the Parties in writing and it may be terminated at any time by either Party's providing sixty (60) days notice in writing.

DONE in Washington, D.C., in duplicate, this 14th day of December, 1987, in the English and French languages, both texts being equally authentic.



Federal Railroad Administrator
U.S. Department of Transportation

Director for Surface Transportation
State Secretariat of Transport
of the French Republic

John H. Riley

Claude Gressier